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12  
13 Attorneys for Plaintiffs WILLIAM BLACKBURN and  
14 BRAD MICKELSEN

15  
16 WILLIAM BLACKBURN, BRAD  
17 MICKELSEN,

18 Plaintiffs,

19 v.

20  
21 GROWLIFE, INC., a Delaware  
22 corporation; MARCO HEGYI, an  
23 individual; MARK SCOTT, an individual;  
24 and DOES 1-100, inclusive,

25 Defendants.

26  
27 CASE NO. 2:20-CV-01855-MCE-CKD  
28  
29 **STIPULATION AND PROTECTIVE  
30 ORDER**

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31 **1. PURPOSES AND LIMITATIONS**

32 Disclosure and discovery activity in this action are likely to involve production of  
33 confidential, proprietary, or private information for which special protection from public  
34 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
35 Accordingly, Plaintiffs William Blackburn and Brad Mickelson (“Plaintiffs”) and Defendant  
36 GrowLife, Inc. (“Defendant”) hereby stipulate to and petition the Court to enter the following  
37 order (“Stipulated Protective Order” or “Order”).

38 The parties acknowledge that this Order does not confer blanket protections on all

1 disclosures or responses to discovery and that the protection it affords from public disclosure and  
2 use extends only to the limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles.

4 The parties further acknowledge, as set forth in Paragraph 11.4, below, that this Order  
5 does not entitle them to file confidential information under seal; Eastern District of California  
6 Local Rule 141 sets forth the procedures that must be followed and the standards that will be  
7 applied when a party seeks permission from the Court to file material under seal.

8 **2. DEFINITIONS**

9       2.1    Challenging Party: a Party or Non-Party that challenges the designation of  
10 information or items under this Order.

11       2.2    “CONFIDENTIAL” Information or Items: information (regardless of how it is  
12 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
13 of Civil Procedure 26(c).

14       2.3    Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
15 well as their support staff).

16       2.4    Designating Party: a Party or Non-Party that designates information or items that it  
17 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

18       2.5    Disclosure or Discovery Material: all items or information, regardless of the  
19 medium or manner in which they are generated, stored, or maintained (including, among other  
20 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures  
21 or responses to discovery in this matter.

22       2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to  
23 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or  
24 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s  
25 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party  
26 or of a Party’s competitor.

27       2.7    House Counsel: attorneys who are employees of a party to this action. House  
28 Counsel does not include Outside Counsel of Record or any other outside counsel.

1           2.8    Non-Party: any natural person, partnership, corporation, association, or other legal  
2 entity not named as a Party to this action.

3           2.9    Outside Counsel of Record: attorneys who are not employees of a party to this  
4 action but are retained to represent or advise a party to this action and have appeared in this action  
5 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

6           2.10   Party: any party to this action.

7           2.11   Privileged Document: a document that is privileged, including but not limited to  
8 documents protected by the attorney-client privilege, work product doctrine, mediation privilege,  
9 or other privilege, regardless of whether that document is inadvertently produced.

10          2.12   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
11 Material in this action.

12          2.13   Professional Vendors: persons or entities that provide litigation support services  
13 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
14 organizing, storing, or retrieving data in any form or medium) and their employees and  
15 subcontractors.

16          2.14   Protected Material: any Disclosure or Discovery Material that is designated as  
17 “CONFIDENTIAL.”

18          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
19 Producing Party.

20          **3.    SCOPE**

21          The protections conferred by this Order cover not only Protected Material, but also (1) any  
22 information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or  
23 compilations of Protected Material; and (3) any testimony, conversations, or presentations by  
24 Parties or their Counsel that might reveal Protected Material. However, the protections conferred  
25 by this Order do not cover the following information: (a) any information that is in the public  
26 domain at the time of disclosure to a Receiving Party or becomes part of the public domain after  
27 its disclosure to a Receiving Party as a result of publication not involving a violation of this  
28 Order, including becoming part of the public record through trial or otherwise; and (b) any

1 information known to the Receiving Party prior to the disclosure or obtained by the Receiving  
2 Party after the disclosure from a source who obtained the information lawfully and under no  
3 obligation of confidentiality to the Designating Party. ***Any use of Protected Material at trial shall***  
4 ***be governed by a separate agreement or order.***

5 **4. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations imposed by  
7 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court  
8 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
9 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after  
10 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
11 including the time limits for filing any motions or applications for extension of time pursuant to  
12 applicable law.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 5.1 **Exercise of Restraint and Care in Designating Material for Protection.** Each Party  
15 or Non-Party that designates Disclosure or Discovery Material for protection under this Order  
16 must take care to limit any such designation to specific material that qualifies under the  
17 appropriate standards. To the extent it is practical to do so, the Designating Party must designate  
18 for protection only those parts of material, documents, items, or oral or written communications  
19 that qualify, so that other portions of the material, documents, items, or communications for  
20 which protection is not warranted are not swept unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
22 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
23 unnecessarily encumber or retard the case development process or to impose unnecessary  
24 expenses and burdens on other parties) may expose the Designating Party to sanctions.

25 If it comes to a Designating Party's attention that Disclosure or Discovery Material that it  
26 designated as Protected Material do not qualify for protection, that Designating Party must  
27 promptly notify all other parties that it is withdrawing the mistaken designation.

28 5.2 **Manner and Timing of Designations.** Except as otherwise provided in this Order

1 (see, e.g., Paragraph 5.2(a) below), or as otherwise stipulated or ordered, material that qualifies  
2 for protection under this Order must be clearly so designated before the material is disclosed or  
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic documents, but  
6 excluding transcripts of depositions or other pretrial or trial proceedings), that the Designating  
7 Party affix the legend “CONFIDENTIAL” to each page that contains Protected Material. If only a  
8 portion or portions of the material on a page qualifies for protection, the Designating Party also  
9 must clearly identify the protected portion(s) (e.g., by affixing the “CONFIDENTIAL” legend in  
10 the margin). The identification of information as “CONFIDENTIAL” shall be made at a time  
11 when a response to an interrogatory or a response to a request for admission is served, when a  
12 copy of a document is provided to the other Party, within 30 days of receipt of a copy of a  
13 document from the other Party or from a Non-Party, and when an inspection of premises or  
14 tangible things is made.

15 A Party or Non-Party that makes original documents or materials available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated which  
17 material it would like copied and produced. During the inspection and before the designation, all  
18 material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting  
19 Party has identified the documents it wants copied and produced, the Producing Party must  
20 determine which documents, or portions thereof, qualify for protection under this Order. Then,  
21 before producing the specified documents, the Producing Party must affix the  
22 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or  
23 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
24 identify the protected portion(s) (e.g., by affixing the “CONFIDENTIAL” legend in the margin).

25 Where a Non-Party produced documents or materials pursuant to a subpoena, such  
26 documents or materials will be temporarily deemed “CONFIDENTIAL.” This temporary  
27 designation shall last for fourteen (14) days from the date those documents or materials are  
28 produced to the Parties. During this fourteen-day period, either Party may designate some or all

1 such Non-Party subpoenaed documents as “CONFIDENTIAL,” by affixing the appropriate  
2 legend to each page that contains protected material and serving such pages on the other Parties.  
3 If after fourteen (14) days no Party has designated some or all such documents as  
4 “CONFIDENTIAL,” then the documents or materials will no longer be designated as  
5 “CONFIDENTIAL”

6 (b) for testimony given in deposition or in other pretrial proceedings, that the  
7 Designating Party identify on the record, before the close of the deposition, hearing, or other  
8 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
9 impractical to identify separately each portion of testimony that is entitled to protection and it  
10 appears that substantial portions of the testimony may qualify for protection, the Designating  
11 Party may have up to thirty (30) days after receipt of the deposition transcript to identify the  
12 specific portions of the testimony as to which protection is sought. Only those portions of the  
13 testimony that are appropriately designated for protection within the thirty (30)-day period shall  
14 be covered by the provisions of this Order. Alternatively, a Designating Party may specify, at the  
15 deposition or up to thirty (30) days after receipt of the deposition transcript, that the entire  
16 transcript shall be treated as “CONFIDENTIAL.”

17 Parties shall give the other parties notice if they reasonably expect a deposition, hearing,  
18 or other proceeding to include Protected Material so that the other Parties can ensure that only  
19 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
20 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
21 shall not in any way affect its designation as “CONFIDENTIAL.”

22 Transcripts containing Protected Material shall have an obvious legend on the title page  
23 that the transcript contains Protected Material, and the portion(s) of the transcript subject to this  
24 Order shall be separately bound and put in a sealed envelope labeled as “CONFIDENTIAL.” The  
25 Designating Party shall inform the court reporter of these requirements. Any transcript that is  
26 prepared before the expiration of a thirty (30)-day period for designation shall be treated during  
27 that period as if it had been designated “CONFIDENTIAL” in its entirety unless otherwise  
28 agreed. After the expiration of that period, the transcript shall be treated only as actually

1 designated, subject to Paragraph 5.3 below.

2 (c) for information produced in some form other than documentary and for any  
3 other tangible items, that the Designating Party affix in a prominent place on the exterior of the  
4 container or containers in which the information or item is stored the legend “CONFIDENTIAL.”  
5 If only a portion or portions of the information or item warrant protection, the Designating Party,  
6 to the extent practicable, shall identify the protected portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
8 designate qualified information or items does not, standing alone, waive the Designating Party’s  
9 right to secure protection under this Order for such material. Upon timely correction of a  
10 designation, the Receiving Party must make reasonable efforts to assure that the material is  
11 treated in accordance with the provisions of this Order. Designation of deposition testimony  
12 within 30 days of receipt of the deposition transcript shall be deemed a timely correction.

13 5.4 Inadvertent Production of Privileged Documents. A Party may inadvertently  
14 produce documents that are privileged, including but not limited to documents protected by the  
15 attorney-client privilege, work product doctrine, mediation privilege, or other privilege.  
16 Production of a Privileged Document shall not be deemed a waiver of any applicable privilege.  
17 Upon discovery that a Privileged Document has been produced, the producing Party shall  
18 promptly notify Outside Counsel of Record for the other Party, the obligations of the Receiving  
19 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). The Parties reserve the  
20 right to contest any designation of a document as privileged or otherwise protected from  
21 disclosure. However, if a Party contends that a Privileged Document has been erroneously  
22 designated as such, the Party will nevertheless return the Privileged Document and all copies of  
23 the Privileged Document to the Party asserting the privilege.

24 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
26 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
27 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
28 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to

1 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
2 original designation is disclosed.

3       6.2     Grounds for Challenges. Nothing in this Order precludes any Party or Non-Party  
4 from challenging the designation of information or items as Protected Material on the ground that  
5 no good cause exists to make the information or items subject to a protective order, even if the  
6 information or items are marked “private,” “confidential,” or “proprietary.”

7       6.3     Meet and Confer. The Challenging Party shall initiate the dispute resolution  
8 process by providing written notice of each designation it is challenging and describing the basis  
9 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
10 notice must recite that the challenge to confidentiality is being made in accordance with this  
11 specific paragraph of this Order. The Parties shall attempt to resolve each challenge in good faith  
12 and must begin the process by conferring directly (in voice-to-voice dialogue; other forms of  
13 communication are not sufficient) within fourteen (14) days of the date of service of notice. In  
14 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
15 designation was not proper and must give the Designating Party an opportunity to review the  
16 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
17 to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
18 stage of the challenge process only if it has engaged in this meet and confer process first or  
19 establishes that the Designating Party is unwilling to participate in the meet and confer process in  
20 a timely manner.

21       6.4     Judicial Intervention. If the Parties have met and conferred as required by  
22 Paragraph 6.3 of this Order but cannot resolve a challenge to a confidentiality designation, the  
23 Designating Party may file and serve a motion for relief at any time. In addition, the Challenging  
24 Party may file a motion challenging a confidentiality designation at any time if there is good  
25 cause for doing so, including a challenge to the designation of a deposition transcript or any  
26 portions thereof. Any motion brought pursuant to this provision, whether by the Challenging  
27 Party or the Designating Party, must be accompanied by a competent declaration affirming that  
28 the movant has complied with the meet and confer requirements imposed by Paragraph 6.3 of this

1 Order. If the Party opposing any motion described above determines that it needs additional time  
2 to prepare its opposition to such motion (because, for example, it would otherwise be required to  
3 prepare the opposition simultaneously with briefing on another motion), such Party shall be  
4 entitled to an extension of time of at least fourteen (14) days to file its opposition, and the moving  
5 Party shall stipulate upon request to such extension of time.

6 The burden of persuasion in any such challenge proceeding shall be on the Designating  
7 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose  
8 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
9 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
10 file a motion to retain confidentiality, or by failing to oppose a motion challenging the  
11 confidentiality designation, all parties shall continue to treat the material in question as  
12 “CONFIDENTIAL” until the Court rules on the challenge.

13 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

14 7.1 Basic Principles. Protected Material may only be used for prosecuting, defending,  
15 or attempting to settle this litigation. Such Protected Material may be disclosed only to the  
16 categories of persons and under the conditions described in this Order. When the litigation has  
17 been terminated, a Receiving Party must comply with the provisions of Paragraph 12 below  
18 (FINAL DISPOSITION).

19 Protected Material must be stored and maintained at a location and in a secure manner that  
20 ensures that access is limited to the persons authorized under this Order.

21 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
22 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
23 information or item designated “CONFIDENTIAL” only to:

- 24 (a) any Party to this action;  
25 (b) the Party’s Outside Counsel of Record in this action, as well as employees of  
26 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for  
27 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
28 A);

(c) the officers, directors, employees (including House Counsel), and agents of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) the Court and its personnel;

(f) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) during or in preparation for their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(i) any Non-Party neutral (e.g., a mediator), including his or her staff, agreed upon and engaged by the Parties.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
OTHER LITIGATION**

If a Party is served with a subpoena or a Court order issued in other litigation that compels disclosure of any Protected Material, that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or Court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject

1 to this Protective Order. Such notification shall include a copy of this Order; and

2 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
3 Designating Party whose Protected Material may be affected.

4 If the Designating Party timely seeks a protective order, the Party served with the  
5 subpoena or Court order shall not produce any information designated in this action as  
6 “CONFIDENTIAL” before a determination by the Court from which the subpoena or order  
7 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party  
8 shall bear the burden and expense of seeking protection in that Court of its confidential material –  
9 and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
10 Party in this action to disobey a lawful directive from another court.

11 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
12 **THIS LITIGATION**

13 (a) The terms of this Order apply to information produced by a Non-Party in  
14 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
15 connection with this litigation is protected by the remedies and relief provided by this Order.  
16 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
17 additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party’s confidential information in its possession, and the Party is subject to an  
20 agreement with the Non-Party not to produce the Non-Party’s confidential information, then the  
21 Party shall:

22 1. promptly notify in writing the Requesting Party and the Non-Party that  
23 some or all of the information requested is subject to a confidentiality agreement with a Non-  
24 Party;

25 2. promptly provide the Non-Party with a copy of this Order, the relevant  
26 discovery request(s), and a reasonably specific description of the information requested; and

27 3. make the information requested available for inspection by the Non-Party.

28 (c) If the Non-Party fails to object or seek a protective order from this Court

1       within fourteen (14) days of receiving the notice and accompanying information, the Receiving  
2       Party may produce the Non-Party's confidential information responsive to the discovery request.  
3       If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
4       information in its possession or control that is subject to the confidentiality agreement with the  
5       Non-Party before a determination by the Court. Absent a Court order to the contrary, the Non-  
6       Party shall bear the burden and expense of seeking protection in this Court of its Protected  
7       Material.

8       **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9       If a Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to  
10      any person or in any circumstance not authorized under this Order, the Party must immediately  
11      (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
12      to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to  
13      whom unauthorized disclosures were made of all the terms of this Order, and (d) request such  
14      person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached  
15      hereto as Exhibit A.

16       **11. MISCELLANEOUS**

17       11.1    Right to Further Relief. Nothing in this Order abridges the right of any person or  
18      Party to seek modification of this Order by the Court in the future.

19       11.2    Right to Assert Other Objections. By stipulating to the entry of this Order, no  
20      Party waives any right it otherwise would have to object to disclosing or producing any  
21      information or item on any ground not addressed in this Order. Similarly, no Party waives any  
22      right to object on any ground to use in evidence of any of the material covered by this Order.

23       11.3    Filing Protected Material. Without written permission from the Designating Party  
24      or a Court order secured after appropriate notice to all interested persons, a Party may not file any  
25      Protected Material in the public record. In the event that any portion of any document, answer to  
26      an interrogatory or request for admission, or deposition transcript identified as containing  
27      Protected Material is submitted to the Court for any purpose, or if any pleading, motion, brief, or  
28      declaration containing or disclosing Protected Material is submitted to the Court for any purpose,

1 the Party submitting the Protected Material shall seek to file such Protected Material under seal in  
2 compliance with Local Rule 141.

3 Protected Material may only be filed under seal pursuant to a Court order authorizing the  
4 sealing of the specific Protected Material at issue. Pursuant to Local Rule 141, a sealing order will  
5 issue only upon a request establishing that the Protected Material at issue is privileged,  
6 protectable as a trade secret, or otherwise entitled to protection under the law. If the Court denies  
7 a Party's request to file Protected Material under seal, then the Receiving Party may file the  
8 Protected Material in the public record unless otherwise instructed by the Court.

9 Pending resolution of the motion to seal, the Protected Materials at issue will not be filed  
10 on the public docket by either Party. Any documents which the Court declines to order sealed  
11 may thereafter be filed on the public docket, but do not otherwise lose their status as Protected  
12 Material as a result thereof.

13 The Party who intends to submit any document, answer to interrogatory or request for  
14 admission, or deposition transcript identified as containing Protected Material with the Court for  
15 any purpose, may contact the Designating Party and seek consent to the filing of such information  
16 on the public docket. Absent such consent, the procedures set forth above, in compliance with the  
17 Eastern District's Local Rules, must be followed.

18 **12. FINAL DISPOSITION**

19 Within 60 days after the final disposition of this action, as defined in Paragraph 4, each  
20 Receiving Party must return all Protected Material to the Producing Party or destroy such  
21 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
22 compilations, summaries, and any other format reproducing or capturing any of the Protected  
23 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
24 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
25 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all  
26 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
27 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
28 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
2 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
3 product, and consultant and expert work product, even if such materials contain Protected  
4 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
5 this Order as set forth in Paragraph 4 (DURATION).

6 IT IS SO STIPULATED.

7 DATED: March 2, 2022

REYNOLDS TILBURY WOODWARD LLP

9 By: *s/Treven I. Tilbury*  
10 TREVEN I. TILBURY  
11 Attorneys for Plaintiffs  
12 WILLIAM BLACKBURN and BRAD MICKELSEN

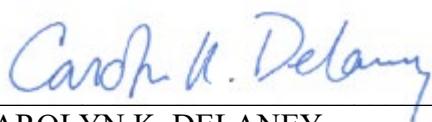
15 DATED: March 2, 2022

LOCKETT + HORWITZ

17 By: *s/Bernard C. Jasper [as authorized on 3/1/22]*  
18 BERNARD C. JASPER  
19 Attorneys for Defendant  
GROWLIFE, INC.

20 **IT IS SO ORDERED:**

22 Dated: March 4, 2022

23   
24 CAROLYN K. DELANEY  
25 UNITED STATES MAGISTRATE JUDGE

1  
2  
3  
4  
5 EXHIBIT A

6 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

7 I, \_\_\_\_\_, declare under penalty of perjury that I have read in  
8 its entirety and understand the Stipulated Protective Order that was issued by the United States  
9 District Court for the Eastern District of California in the case of *Blackburn v. GrowLife, Inc.*,  
10 2:20-CV-01855-MCE-CKD. I agree to comply with and to be bound by all the terms of this  
11 Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
12 expose me to sanctions and punishment in the nature of contempt. I will not disclose in any  
13 manner any information or item that is subject to this Stipulated Protective Order to any person or  
14 entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the  
16 Eastern District of California for the purpose of enforcing the terms of the Stipulated Protective  
17 Order, even if such enforcement proceedings occur after termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and telephone  
20 number] as my California agent for service of process in connection with this action or any  
21 proceedings related to enforcement of the Stipulated Protective Order.

22  
23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Signature: \_\_\_\_\_  
26 [signature]

## **CERTIFICATE OF SERVICE**

I hereby certify that I electronically transmitted the foregoing document using the U.S. District Court for the Eastern District of California's Electronic Filing System (ECF) on March 2, 2022 and that service on all counsel of record will be accomplished by the ECF system.

s/Janna Ruth  
Janna Ruth